

1773

THE STATE OF ALABAMA )  
COUNTY OF LAUDERDALE )

PROTECTIVE COVENANTS FOR VESTAVIA GARDENS

The undersigned, James Lancaster and wife, Ava Lee Lancaster and R. A. Brannon, Jr., and wife, Elizabeth H. Brannon, being the owners and all parties having any right, title or interest in all of the property embraced in the subdivision shown on the map and plat prepared by W. A. White & Associates, Engineers and Surveyors, known and designated by Vestavia Gardens, located in Florence, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 4 at Page 85, hereby impose on all of the lots, except lots A and B, which are reserved by the owners as commercial lots, free of restrictions, the following covenants and building restrictions.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1998, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or

them from, so doing or to recover damages or other dues from such violation.

Invalidation of any one of these covenants by judgment or Court order shall in nowise effect any of the other provisions which shall remain in full force and effect.

1. All lots in the subdivision are for residential use only, and not more than one residence shall be erect on any lot, except that one residence may be built on one lot and a part of another lot. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single-family dwelling not to exceed two and one-half stories in height, excluding the basement, and a private garage and other outbuildings incidental to residential use of the lot, except that one residence may be built on one lot and a part of another in order to make the lot for the residence larger. And one residence may be built on parts of lots so long as the minimum front footage at the building setback line is at least 85 feet and the lot has a minimum square footage of 10,000 square feet.

2. No business or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in a garage or outbuilding.

OK 4. No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basements, garages and carports, of less than 1,800 square feet, unless said dwelling is to be of a two story or split-level design. Then, the ground floor area as defined above can not be less than 1,200 square feet of living area.



✓ No residence shall be permitted the use of asbestos shingles, except on the roof and no "perma stone" or the same thing by another name, shall be permitted. Natural cut stone shall be permitted.

✓ No carports or garages facing the street shall be permitted unless they have a 20-foot floor surface width. All driveways in said Subdivision shall be of hard surface material, such as concrete, asphalt, brick, etc.

✓ 5. Perpetual easements are reserved for utility installation and maintenance, as shown on said recorded plat.

M, 6. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Where the phrase "lot line" is used herein, the same shall be construed to mean the property ownership line if the context so indicates.

✓ 7. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 85 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

✓ 8. The Architectural Control Committee is composed of James Lancaster, Florence, Alabama, R. A. Brannon, Jr. and Elizabeth H. Brannon, Florence, Alabama. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee,

the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of 85% of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. (See Paragraph 15.)

9. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. The subdivision developers may have three large signs 30 x 15 feet advertising the subdivision.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or on any lot. No derricks or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs,



cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersections unless the foliage line is maintained at sufficient height to prevent obstruction or such sight lines.

15. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in Paragraph 9 above.

16. CLOTHES LINES. No clothes lines will be allowed in the front or side yards of subject lots. Only mobile or collapsible clothes lines will be allowed in the rear yards of subject lots.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this 16th day of January, 1967.

James Lancaster (SEAL)  
James Lancaster

Ava Lee Lancaster (SEAL)  
Ava Lee Lancaster

R. A. Brannon, Jr. (SEAL)  
R. A. Brannon, Jr.

Elizabeth H. Brannon (SEAL)  
Elizabeth H. Brannon

THE STATE OF ALABAMA )  
COUNTY OF LAUDERDALE )

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, do hereby certify that James Lancaster and wife, Ava Lee Lancaster and R. A. Brannon, Jr. and wife, Elizabeth H. Brannon, whose names are signed to the foregoing instrment, and who are known to me, acknowledged before me this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 16th day of January, 1967.

Elizabeth H. Brannon  
Notary Public

STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was taken in my office for record on Jan 16 1968 at 1:29 o'clock P. M. and day, recorded in 74 954 273-28 and I hereby certify that the Mortgage was to amount of \$            and the Debt for amount of \$            was taken on this instrument.

Elizabeth H. Brannon

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